

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
EL PASO DIVISION**

**OMAR HERNANDEZ and  
IVAN GERARDO  
VALDIVIEZO,  
Plaintiffs,**

**V.**

**MN LOGISTICS, INC. and  
CLARENCE GUY,  
Defendants.**

**§**

**EP-15-CV-79-PRM**

## ORDER OF DISMISSAL

On this day, the Court considered Plaintiff s Omar Hernandez and Ivan Gerardo Valdiviezo and Defendants MN Logistics, Inc. and Clarence Guy’s “Joint Stipulation of Dismissal with Prejudice” pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) (ECF No. 32) [hereinafter “Motion”], filed on December 28, 2015, in the above-captioned case. Therein, “the Parties jointly stipulate to the voluntary dismissal of this action with prejudice. Mot. 1.

Federal Rule of Civil Procedure 41(a)(1)(A) states that a “plaintiff may dismiss an action without a court order by filing . . . a stipulation of dismissal signed by all parties who have appeared.” In this case, all pertinent parties have signed the motion. Mot. 2. Additionally, the

dismissal of a case is without prejudice unless, as here, “the notice or stipulation states otherwise.” Fed. R. Civ. P. 41(a)(1)(B). Therefore, the Court is of the opinion that the above-captioned cause should be dismissed as to Defendants with prejudice.

Accordingly, **IT IS ORDERED** that Plaintiff Omar Hernandez and Ivan Gerardo Valdiviezo and Defendants MN Logistics, Inc. and Clarence Guy’s “Joint Stipulation of Dismissal with Prejudice” pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) (ECF No. 32) is **ACCEPTED**.

**IT IS FURTHER ORDERED** that the above-captioned cause is **DISMISSED WITH PREJUDICE** as to Defendants MN Logistics, Inc. and Clarence Guy with each party to bear its own costs.

**SIGNED this 29th day of December, 2015.**



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**PHILIP R. MARTINEZ**  
**UNITED STATES DISTRICT JUDGE**